



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

INVENTOR: Gauldie, et al.
APPLICATION NO: 09/742,892
DATED: 12/21/2000
TITLE: Acne Vaccine

DOCKET NO.: ARK-P001
GROUP ART UNIT: 1635
EXAMINER: Not Yet Assigned

#14/K.T.
4/15
Revoc.
w/P.O.#

The Commissioner of Patents and Trademarks
Box Patent Application
Washington, D.C. 20231

RECEIVED
APR 14 2003
TECH CENTER 1600/2900

REQUEST FOR REVOCATION AND NEW POWER ATTORNEY

Sir:

Under 37 CFR 3.73(b) and (c), by providing documentary evidence of the chain of title from the original owner to myself, I identify myself as owner and assignee of this patent application.

The application was assigned by the inventors to ArkaGen, Inc. in an executed Assignment (copy enclosed)

As the Assignee of the entire interest in the above-identified application, all powers of attorney previously given are hereby revoked, and **DENNIS S. FERNANDEZ, REG. NO. 34,160** and **PETER C. SU, REG. NO. 43,939** are hereby appointed to prosecute and transact all business in the Patent and Trademark Office connected with the above-identified application. The Assignee has reviewed documentary evidence of the chain of title from the original owner to the Assignee recorded in the U.S. Patent and Trademark Office at Reel 9838, Frame 0644, and certifies that to the best of its knowledge and belief it is the owner of the entire right, title and interest in and to the above-identified application.

Please direct all telephone calls and correspondence to:

FERNANDEZ & ASSOCIATES, LLP
PATENT ATTORNEYS
PO BOX D
MENLO PARK, CA 94026-6204
(650) 325-4999
(650) 325-1203 : FAX
EMAIL: iploft@iploft.com

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Respectfully submitted,

Narayan Baidya
Assignee of Entire Interest

March 21, 2003
Date

Narayan Baidya, Ph.D., M.B.A.
President and Director, ARKAGEN, Inc.

(8)

ASSIGNMENT OF PATENT APPLICATION

FOR GOOD AND VALUABLE CONSIDERATION,

We, the undersigned (each) have agreed and hereby agree to assign for good and valuable consideration of the sum of \$2.00 lawful money of and in consideration of other USA good and valuable consideration the receipt of which is hereby expressly acknowledged, and do hereby sell, assign and transfer unto

ArkaGen, Inc.

a corporation organized under the laws of the state of California as Assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain inventions relating to

Recombinant Genetic Vaccine for the Prevention and Treatment of Acne

described in an application for Letters Patent of the United States, identified as Attorney Docket No. GDI-2, at Bencen & Van Dyke, P.A. 1630 Hillcrest Street, Orlando, Florida 32803 and filed on December 21, 2000, as Application Serial No. 09/742,892, and the invention(s) and improvement(s) set forth therein, and any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes for said application for said Letters Patent, and all the rights and privileges under any and all Letters Patent that may be granted therefor in any country, and any reissues, or reexaminations, or extensions of said Letters Patent. We request that any and all Letters Patent for said inventions be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

We agree that, when requested, we will, without charge to said Assignee but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

We authorize and empower the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International convention which may henceforth be substituted for it.

We hereby authorize Timothy H. Van Dyke, attorney for Assignee, to insert the filing date and serial number into the first paragraph of this assignment, after the application for Letters Patent has been filed, and the U.S. Patent Office has assigned such application a serial number.

We covenant with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

IN WITNESS WHEREOF, we have hereunto signed our names on the day and year set forth below.

Todd Braciak
Todd Braciak, Inventor and Co-Owner

8/29/01
Date

STATE OF California)
COUNTY OF San Diego) ss 378-72-1686

Jack Gauldie, Inventor and Co-Owner

DATE

STATE OF)
COUNTY OF) ss

Eli Sercarz, Co-Owner

DATE

STATE OF)
COUNTY OF) ss

ASSIGNMENT OF PATENT APPLICATION

Jack Gaudie
 Jack Gaudie, Inventor and Co-Owner

Dec 10, 2001
 DATE

PROVINCE
 STATE OF ONTARIO)
) SS
 COUNTY OF CANADA)

On this 10th day of December, 2001, before me personally came the above named Vipin Kumar who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

 Eli Sercarz, Co-Owner

 DATE

STATE OF)
) SS
 COUNTY OF)

On this _____ day of _____, before me personally came the above named Eli Sercarz who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

 Vipin Kumar Chaturvedi, Co-Owner

 DATE

STATE OF)
) SS
 COUNTY OF)

On this _____ day of _____, before me personally came the above named Jack Gaudie who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

Frank Graham
 Frank Graham, Co-Owner

Dec 10, 2001
 DATE

PROVINCE
 STATE OF ONTARIO)
) SS
 COUNTY OF CANADA)

On this 10th day of December, 2001, before me personally came the above named Frank Graham who is personally known by me or proved to me on the basis of satisfactory evidence to be the same individual who executed the foregoing assignment, and who acknowledged to me that he/she executed the same of his/her own free will for the use and purposes therein set forth.

 Peter Emtage, Co-Owner

 DATE

STATE OF)
) SS
 COUNTY OF)

TECHNOLOGY TRANSFER AGREEMENT

This TECHNOLOGY TRANSFER AGREEMENT (the "Agreement") is made and entered into as of June 15th, 2001, by and between ArkaGen, Inc. (the "Transferee"), a California corporation and Todd A. Brack (the "Transferor")

WHEREAS, the Transferee has agreed to issue ten thousand (10,000) shares of its Common Stock to the Transferor pursuant to date herewith for and in consideration of Transferor's agreement to transfer all of his rights, titles and interests to the Technology and Intellectual Property Rights, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) "Improvement" means, with respect to certain technology, any improvement, upgrade, enhancement, fix, patch, extension, add-on, derivative work, customization, translation, abridgement, complication, port, or the like, or any material made compatible or interoperable with such technology or any portion thereof.

(b) "Intellectual Property Rights" means all rights, title and interest (choate or inchoate) in the Technology including, without limitation, the exclusive right to make, use and sell the Technology and Improvements thereto, together with any and all ideas, conceptions and inventions (whether or not patentable, reduced to practice or made the subject of a pending patent application), copyrights (whether or not registered), copyrighted or copyrightable works, mask work rights, trademarks, *sui generis* database rights, drawings, designs, contract and licensing rights, and legal claims and defenses related thereto, as may exist now and/or hereafter come into existence, and any and all applications for registration and registrations thereof throughout the world together with all divisions, renewals and continuations or extensions in whole or in part of any of the foregoing, as may be owned by or licensed to the Transferor as of the Effective Date, together with all know-how, trade secrets, manufacturing and production processes and techniques, research and development information, improvements, processes, formulae, methods, plans, concepts, precursors, mask, works, data and other confidential technical information and intangible intellectual property embodied in or pertaining to the Technology.

(c) "Technology" means those assets, inventions and technologies described in Exhibit A attached hereto.

2. Assignment.

(a) Assignment of Existing Rights. Transferor hereby irrevocably transfers, assigns and conveys unto the Transferee, free and clear of any liens, encumbrances, charges and any rights of third parties, all of its rights, titles and interests, of whatsoever nature, to the

IN WITNESS WHEREOF, the undersigned has executed this Technology Transfer Agreement as of the date first written above.

ArkaGen, Inc.

By: <u>Todd A. Braciak</u>	By: <u>Todd Braciak</u>
Name: <u>Todd Braciak</u>	Name: <u>Todd Braciak</u>
Title: <u>Vice President</u>	Title: _____